

1 Aron M. Oliner (SBN: 152373)
2 Geoffrey A. Heaton (SBN: 206990)
DUANE MORRIS LLP
3 One Market Plaza
4 Spear Street Tower, Suite 2200
San Francisco, CA 94105-1127
5 Telephone: (415) 957-3000
Facsimile: (415) 957-3001
Email: gheaton@duanemorris.com

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7 Attorneys for ASPLUNDH CONSTRUCTION, LLC

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10 **UNITED STATES BANKRUPTCY COURT**
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

11 In re:

12 PG&E CORPORATION,

13 - and -

14 PACIFIC GAS AND ELECTRIC
15 COMPANY,

16 Debtors.

- 17 Affects PG&E Corporation
18 Affects Pacific Gas and Electric Company
X Affects both Debtors
19 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**ASPLUNDH CONSTRUCTION, LLC'S
RESPONSE AND RESERVATION OF
RIGHTS RE REORGANIZED
DEBTORS' TWENTY-THIRD
OMNIBUS OBJECTION TO CLAIMS
(NO LIABILITY CLAIMS)**

20 Date: November 17, 2020

Time: 10:00 a.m.

Place: (Telephonic Appearance Only)
450 Golden Gate Avenue
Courtroom 17, 16th Floor
San Francisco, CA 94102

21
22 Related Docket No. 9278

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24 Asplundh Construction, LLC ("Asplundh") responds as follows to the Reorganized Debtors'
25 Twenty-Third Omnibus Objection to Claims (No Liability Claims) [Dkt #9278] ("Objection") with
26 respect to the Debtors' proposed treatment of Asplundh's Claim No. 97049:
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1 The Objection requests that the Court disallow and expunge Asplundh's Claim No. 97049
2 ("Indemnity Claim"). The Indemnity Claim asserts a contingent, unliquidated indemnity claim
3 related to certain pre-petition services that Asplundh provided to debtor Pacific Gas and Electric
4 Company (the "Utility"). Under the terms of the Debtors' confirmed plan, the Indemnity Claim
5 qualifies as a Fire Victim Claim, and is therefore channeled to the Fire Victim Trust to be addressed
6 there.

7 Asplundh's undersigned counsel has been in communications with Debtors' counsel
8 concerning the Objection, the proposed treatment of the Indemnity Claim, and the Indemnity
9 Claim's status as a Fire Victim Claim. The Debtors have confirmed that the default application and
10 proposed order on the Objection will contain the following language with respect to the Indemnity
11 Claim (adjusted to reflect the claim number of the Indemnity Claim): "Claimant contends that its
12 Claim is a Fire Victim Claim as defined in the Plan. Accordingly, Claim No. ## will be disallowed
13 because it is not an obligation of the Debtors' estate. Instead, the Claim is channeled to the Fire
14 Victims Trust to be addressed there as a Fire Victim Claim, all rights reserved." Asplundh is
15 agreeable with this language.

16 Asplundh disputes the substantive basis for the Objection, *i.e.*, that the Indemnity Claim
17 supposedly "arise[s] post-petition pursuant to an assumed executory contract[,]" and reserves all
18 rights to contest the asserted grounds for objection at a later date as necessary.¹

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20 Dated: October 27, 2020

DUANE MORRIS LLP

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22 By: /s/ Geoffrey A. Heaton (206990)
23 GEOFFREY A. HEATON
24 Attorneys for ASPLUNDH
25 CONSTRUCTION, LLC

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¹ Among other things, the Debtors conceded in their confirmation brief that there are no executory contracts between
28 Asplundh and the Debtors, and that any contracts between the parties terminated pre-petition. See Dkt #7528 at p. 55,
n. 22, and pp. 3-4 of the "Summary of Objections to Confirmation of Plan" attached thereto.